

## DIVISION E1

## GENERAL CONDITIONS

specified in this Contract, and death or bodily injury) whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, in connected with, or resulting from this Contract Agreement, or from the performance or breach hereof, or any extension or expansion thereof (including remedial warranty efforts), shall not exceed the Contract Price. In no event shall Contractor, its subcontractors, suppliers, and employees be liable to IPSC for any special, indirect, incidental, exemplary, or consequential damages under any cause or form of action whatsoever. This provision shall prevail over any conflicting or inconsistent provision or portion of this Contract.

14. Independent Contractor: Contractor shall perform all Work as an independent contractor in the pursuit of its independent calling. Contractor is not an employee, agent, joint venturer, partner, or other representative of IPA, IPSC, or the Operating Agent and shall be under the control of IPSC only to provide the services requested and not as to the means or manner by which the Work is to be accomplished. Contractor has no authority to act for, bind, or legally commit IPA, IPSC, or the Operating Agent in any way.
15. Drug Policy: Contractor shall submit a current copy of its drug policy for review. IPP facilities are a drug free and zero tolerance workplace. Contractor's employees and its subcontractors' employees who are to perform Work or otherwise be at the IPP facilities shall participate in a drug testing program prior to arrival, and at any additional time(s) during this Contract as IPSC may request.
16. Security and Safety Compliance: Contractor and its employees, agents, representatives, and/or subcontractors, while performing Work at IPP plant site, or who are otherwise on IPP premises, shall fully comply with all security, fire prevention, safety rules, and procedures in force at IPP. IPSC has the right (but not duty) to make periodic and random inspections of the persons, and of their respective property, upon entering, at any time while on, and when departing any IPP facility. Such persons subject to inspection include Contractor, any subcontractor, and their respective employees, agents, and representatives. Property subject to inspection includes, but is not limited to, vehicles, clothing, toolboxes, lunch boxes, any other carrying case, tools or equipment, and anything contained therein.

All Contractor's employees will be given security identification badges by IPSC and those badges shall be displayed each day to allow admittance to the IPP plant site. Contractor's employees who do not have security identification badges in their possession, will not be allowed on site unless signed in by the Contract Administrator. All security badges shall be returned to the Security Contractor when the employee terminates their work at IPP plant site. All Contractor's vehicles will also receive parking stickers from the Security Contractor allowing entrance to the IPP plant site. Temporary badges and parking stickers are available for intermittent Contractor employees and vehicles.